



Atty. Dkt. No. 040302-0328

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Etsuo OOGAMI  
Title: MODULE BATTERY  
Appl. No.: 10/608,134  
Filing Date: 06/30/2003  
Examiner: Stephen J KALAFUT  
Art Unit: 1745  
Confirmation No: 3016

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, NISSAN MOTOR CO., LTD., having its principal place of business at 2, Takara-cho, Kanagawa-ku, Yokohama-shi, Kanagawa-ken Japan, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/608,134, filed 06/30/2003, by virtue of an Assignment filed and recorded on 06/30/2003, on Reel/Frame 014251/0217, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent Application No. 10/608,133, filed on June 30, 2003, by virtue of an Assignment filed and recorded on June 30, 2003, on Reel/Frame 014251/0224, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, NISSAN MOTOR CO., LTD., hereby disclaims the terminal part of the term of any patent granted on U.S. Patent Application 10/608,134 which would extend beyond the full statutory term, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application 10/608,133, and hereby agrees that any patent

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so granted on U.S. Patent Application 10/608,134 shall be enforceable only for and during such period that the legal title to any patent granted on U.S. Patent Application 10/608,133 shall be the same as the legal title to any patent granted on U.S. Patent Application 10/608,134, this agreement to run with any patent granted on U.S. Patent Application 10/608,134 and to be binding upon the grantee, its successors or assigns.

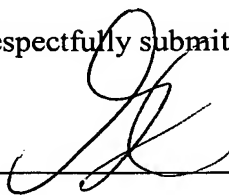
In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on U.S. Patent Application 10/608,134, prior to the full statutory term of any patent granted on U.S. Patent Application 10/608,133 as defined in 35 U.S.C. §§154-156 and 173, in the event that any patent granted on U.S. Patent Application 10/608,133 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of any patent granted on U.S. Patent Application 10/608,133 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on U.S. Patent Application 10/608,134 that would extend beyond the present termination of any patent granted on U.S. Patent Application 10/608,133, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on U.S. Patent Application 10/608,134 to the extent provided by law.

The undersigned, being an Attorney of Record for U.S. Patent Application 10/608,134, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to U.S. Patent Application 10/608,134 and any patent granted on U.S. Patent Application 10/608,133 rests with Petitioner, NISSAN MOTOR CO., LTD. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these

statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date 1/5/07

By  34371

FOLEY & LARDNER LLP  
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Glenn Law  
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Registration No. 48,892



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 13, 2004

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\*102496273A\*

FOLEY & LARDNER  
RICHARD L. SCHWAAB  
WASHINGTON HARBOUR  
3000 K STREET, N.W., SUITE 500  
WASHINGTON, D.C. 20007-5143

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RECORDATION DATE: 06/30/2003

REEL/FRAME: 014251/0217  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
OOGAMI, ETSUO

DOC DATE: 05/29/2003

ASSIGNEE:  
NISSAN MOTOR CO., LTD.  
2, TAKARA-CHO, KANAGAWA-KU  
YOKOHAMA-SHI  
KANAGAWA-KEN, JAPAN

SERIAL NUMBER: 10608134  
PATENT NUMBER:

FILING DATE: 06/30/2003  
ISSUE DATE:

*Appendix A*

014251/0217 PAGE 2

SHARON LATIMER, EXAMINER  
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Patent and Trademark Office

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1. Name of conveying party(ies):

Etsuo OOGAMI

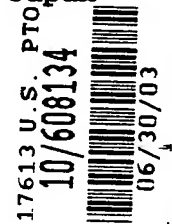
6.3003

2. Name and address of receiving party(ies):

NISSAN MOTOR CO., LTD.

2, Takara-cho, Kanagawa-ku

Yokohama-shi, Kanagawa-ken Japan



Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

May 29, 2003

Additional name(s) &amp; address(es) attached? NO

4. Application number(s) or patent number(s):

10608134

If this is being filed together with a new application, the execution date of the application is: May 29, 2003

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Richard L. Schwaab

FOLEY &amp; LARDNER

Washington Harbour

3000 K Street, N.W., Suite 500

Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

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8. Deposit account number: 19-0741

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Richard L. Schwaab

JUN 30 2003

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

17613 EFLAED 00000009 10608134

40.00 OF

# ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and  
address of  
assignee

NISSAN MOTOR CO., LTD. of 2, Takara-cho, Kanagawa-ku, Yokohama-shi,  
Kanagawa-ken, Japan

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to this invention relating to

title of  
invention

MODULE BATTERY

as set forth in this United States Patent Application

check one

- ☒ executed concurrently herewith  
☐ executed on \_\_\_\_\_  
☐ Serial No. \_\_\_\_\_

Filed \_\_\_\_\_

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of **FOLEY & LARDNER** the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

| <b>NAMES AND SIGNATURES OF INVENTORS</b> |                                |                 |
|--|--------------------------------|-----------------|
| Name: Etsuo OOGAMI                       | Signature: <i>Etsuo Oogami</i> | Date: 5/29/2003 |
| Name:                                    | Signature:                     | Date:           |
| Name:                                    | Signature:                     | Date:           |
| Name:                                    | Signature:                     | Date:           |
| Name:                                    | Signature:                     | Date:           |
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\*102496272A\*

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RICHARD L. SCHWAAB  
3000 K STREET, N.W.  
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NISSAN MOTOR CO., LTD.  
2, TAKARA-CHO, KANAGAWA-KU  
YOKOHAMA-SHI, KANAGAWA-KEN, JAPAN.

SERIAL NUMBER: 10608133  
PATENT NUMBER:

FILING DATE: 06/30/2003  
ISSUE DATE:

SHARON LATIMER, EXAMINER  
ASSIGNMENT DIVISION  
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***Appendix B***

RECC

07-15-2003

Atty. Dkt. No. 040302-0329

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## 1. Name of conveying party(ies):

Etsuo OOGAMI

6-30-03

## 2. Name and address of receiving party(ies):

NISSAN MOTOR CO., LTD.

2, Takara-cho, Kanagawa-ku

Yokohama-shi, Kanagawa-ken Japan

17613 U.S. P.  
10/608133  
06/30/03

Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

May 29, 2003

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

10688133

If this is being filed together with a new application, the execution date of the application is: May 29, 2003

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

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Richard L. Schwaab  
FOLEY & LARDNER  
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Richard L. Schwaab

JUN 3 2003

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments; and document: 3

## ASSIGNMENT

U.S. Rights—Sole or Joint

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

*name and address of assignee*                      **NISSAN MOTOR CO., LTD.  
of 2, Takara-cho, Kanagawa-ku, Yokohama-shi, Kanagawa-ken, Japan**

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to this invention relating to

*title of invention*                      **MODULE BATTERY**

as set forth in this United States Patent Application

*check one*                      ☒ executed concurrently herewith  
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   ☐ Serial No. \_\_\_\_\_                      Filed \_\_\_\_\_

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

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Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

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| Name: <b>Etsuo OOGAMI</b>                | Signature: <i>Etsuo Oogami</i> | Date: <i>5/29/2003</i> |
| Name:                                    | Signature:                     | Date:                  |
| Name:                                    | Signature:                     | Date:                  |
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